

EXHIBIT A

KM/11/898
2-11-19 01:11p

CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF KINGS

MOSHE LEVY,

Plaintiff,

-against-

CREDIT PROTECTION ASSOCIATION,

Defendants,

003758

Index No.

S U M M O N S

Plaintiff's Residence Address

1255 43rd Street, Apt. 1D
Brooklyn, NY 11219

X

Defendant's address:

13355 Noel Road, Ste. 2100
Dallas, TX 75240

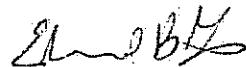
The basis of this venue is

Plaintiff's address

YOU ARE HEREBY SUMMONED to appear in the Civil Court of the City of New York, County of Brooklyn, at the office of the Clerk of said Court, at 141 Livingston Street, Brooklyn, New York 11201, within the time provided by law as noted below and to file your Answer to the annexed Complaint with the Clerk; upon your failure to Answer, judgment will be taken against you for the sum of \$15,000.00 with interest from September 6, 2018 together with the costs of this action.

CLERKS OFFICE
FEB 05 2019
CIVIL COURT
KINGS COUNTY

Dated: January 21, 2019



Edward B. Geller, Esq., P.C.

Attorney for Plaintiff

15 Landing Way

Bronx, New York 10464

Tel:(914)473-6783

Note the law provides that:

- a) If this summons is served by its delivery to you personally within the City of New York, State of New York, you must appear and answer within TWENTY DAYS after such service; or
- b) If this summons is served by its delivery to any person other than you personally, or is served outside the City of New York, State of New York, or by publication, or by any means other than personal delivery to you within the City of New York, State of New York, you are allowed THIRTY DAYS after the proof of service thereof is filed with the Clerk of this Court within which to appear and answer.

CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF KINGS

X

MOSHE LEVY ,

Index No.:

Plaintiff,

-against-

COMPLAINT

CREDIT PROTECTION ASSOCIATION,

Defendant(s).

X

Plaintiff, MOSHE LEVY ("Plaintiff"), by and through his attorneys, M. Harvey Rephen & Associates, P.C., by Edward B. Geller, Esq., P.C., Of Counsel, as and for his Complaint against the Defendant, CREDIT PROTECTION AGENCY, (hereinafter referred to as "Defendant"), respectfully sets forth, complains and alleges, upon information and belief, the following:

INTRODUCTION/PRELIMINARY STATEMENT

1. Plaintiff brings this action on his own behalf for damages and declaratory and injunctive relief arising from the Defendant's violation(s) of §1692 et seq. of Title 15 of the United States Code, commonly referred to as the Fair Debt Collections Practices Act ("FDCPA").

PARTIES

2. Plaintiff MOSHE LEVY is a resident of the State of NEW YORK , residing at 1255 43RD STREET, APT 1D, BROOKLYN , NY 11219.

3. Defendant CREDIT PROTECTION ASSOCIATION LP is a TEXAS

company engaged in the business of debt collecting with an address at 13355 NOEL ROAD, SUITE 2100, DALLAS, TX 75240.

4. Plaintiff is a "consumer" as the phrase is defined and used in the FDCPA under 15 USC §1692a(3).

5. The Defendant is a "debt collector" as the phrase is defined and used in the FDCPA under 15 USC §1692a (6).

FACTUAL ALLEGATIONS

6. Plaintiff repeats, reiterates and incorporates the allegations contained in paragraphs numbered "1" through "5" herein with the same force and effect as if the same were set forth at length herein.

7. Upon information and belief, Defendant, on behalf of a third-party, began efforts to collect an alleged consumer debt from the Plaintiff.

8. Upon information and belief, and better known to the Defendant, the Defendant began its collection efforts and campaign of communications with the Plaintiff by sending Plaintiff a letter.

9. The Plaintiff received a letter from Defendant dated September 6, 2018 which informed him that he owed \$41.37, originally to National Grid.

10. The heading of the letter stated "Always Protect Your Credit", and then went on to state "Your account has been turned over for collections and requires your attention. To make a payment or contact Customer Service use CPA Reference number 30485054-075019.

11. Shortly afterwards the Plaintiff received another collection letter from Defendant dated September 20, 2018 regarding the same account that stated "Your debt

validation period will expire 30 days from the receipt of your previous notice and collection activity will continue.”

12. At the bottom of the page, in the smallest font possible and hardly visible is the disclosure that this letter signifies an attempt to collect on a debt by a debt collector and any information obtained would be used for that purpose.” The least sophisticated consumer, unless deliberately looking for the statement, would not even notice it was there.

FIRST CAUSE OF ACTION
(Violations of the FDCPA)

13. Plaintiff repeats, reiterates and incorporates the allegations contained in paragraphs numbered “1” through “12” herein with the same force and effect as if the same were set forth at length herein.

14. 15 USC §1692 e – preface and e (10) prohibits the use of any false, deceptive or misleading representations in connection with the collection of a debt.

15. Defendant violated 15 USC §1692 e – preface and e (10) when it sent Plaintiff a collection letter dated September 6, 2018 stating “ Always Protect Your Credit.” Upon information and belief, this statement attempts to trick the Plaintiff into believing that the only way to protect his credit rating is to pay the alleged debt. This statement also misleads the Plaintiff. This veiled threat is egregious in that it does not in any capacity attempt to inform Plaintiff of his several options to ensure his credit rating is safe. The Plaintiff is then left to believe that the only choice to protect his credit rating is to pay an alleged debt. Upon information and belief these veiled threats are made in a vague fashion to confuse and scare the Plaintiff in order to convince him to make payments, when in fact the Defendant had no intention of reporting this alleged debt to any credit reporting agencies. Therefore, it is deceptive and misleading in violation of 15 U.S.C. §§ 1692e and 1692e (10)

as it fails to accurately describe the potential outcomes of paying or not paying the alleged debt.

16. 15 USC §1692 e (11) – preface makes it a statutory violation to fail to disclose in the initial written communication with the consumer and, in addition, if the initial communication with the consumer is oral, in that initial oral communication, that the debt collector is attempting to collect a debt and that any information obtained will be used for that purpose.

17. Defendant violated 15 USC §1692 e (11) when it sent out Plaintiff a letter dated September 20, 2018 with the disclosure at the bottom of the page in the smallest font possible which stated that the debt collector is attempting to collect a debt and that any information obtained will be used for that purpose. This statement would be overlooked by the least sophisticated consumer unless they were deliberately looking for it.

18. As a result of Defendant's violations of the FDCPA, the Plaintiff has been damaged and is entitled to damages in accordance with the FDCPA.

PRAYER FOR RELIEF

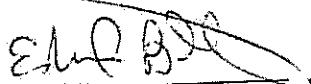
WHEREFORE, Plaintiff demands judgment from the Defendant as follows:

- A. For actual damages provided and pursuant to 15 USC §1692k (a) (1) in the amount of \$15,000.00;
- B. For statutory damages provided and pursuant to 15 USC §1692(2)(A);
- C. For statutory damages provided and pursuant to 15 USC§1692k(2)(B);
- D. For attorneys' fees and costs provided and pursuant to 15 USC§1692(a)(3);
- E. A declaration that the Defendant's practices violated the FDCPA;

F. For any such other and further relief, as well as further costs, expenses and disbursements of this action, as this Court may deem just and proper.

Dated: New York, New York
November 6, 2018

Respectfully submitted,

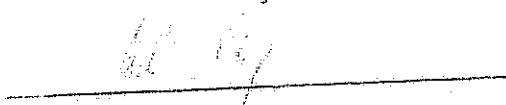
By: 
Edward B. Geller, Esq.
Edward B. Geller, Esq., P.C., Of Counsel to
M. HARVEY REPHEN & ASSOCIATES, P.C.
15 Landing Way
Bronx, New York 10464
Phone: (914)473-6783

Attorney for the Plaintiff MOSHE LEVY

AFFIRMATION

I, Moshe Levy, under the penalty of perjury, deposes and say:

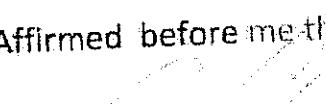
I am the Plaintiff in the above entitled action. I have read the foregoing Complaint and know the contents thereof. The same are true to my knowledge, except as to matters therein stated to be alleged on information and belief and as to those matters I believe them to be true.


Moshe Levy

 [Printed]

Plaintiff

Affirmed before me this 15 day of November 2018


Notary Public

MOSHE LEVY
NOTARY PUBLIC OF NEW JERSEY
Comm. # 50045686
My Commission Expires 9/12/2021